

**STATE OF LOUISIANA
OFFICE OF RISK MANAGEMENT**



REQUEST FOR PROPOSALS

FOR

**CONSULTING SECOND INJURY FUND CLAIMS
SERVICES**

RFP # 2008SIF

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SECTION I

1.0 GENERAL INFORMATION

- 1.1** This Request for Proposals (RFP) is issued by the State of Louisiana, Office of Risk Management (hereinafter referred to as ORM) for the purpose of providing interested parties with information to enable them to prepare and submit a proposal for identification and collection of Second Injury recoveries/reimbursements to provide services described in the Scope of Services (Attachment "A")

1.2 BACKGROUND

The Office of Risk Management is an agency of Louisiana state government established to provide centralized property and casualty insurance coverage for all state entities. It is a unit of the executive branch of government, reportable to the Commissioner of Administration, Division of Administration.

The mission of ORM is to develop, direct, achieve and administer a cost effective comprehensive risk management program for all agencies, boards and commissions of the State of Louisiana and for any other entity for which the State has an equity interest, in order to preserve and protect the assets of the State of Louisiana. R.S. 39:1527, et seq., further designates ORM to provide self-insured workers' compensation coverage for State employees. There are approximately 95,000 classified and unclassified State workers who are covered by the State self-insurance program. Currently, the Office of Risk Management has approximately 4,694 open workers' compensation claims. During Fiscal Year 06-07 the Office of Risk Management recovered \$4,567,187.00 from the second injury fund.

ORM operates satellite offices in Shreveport, Monroe, Lafayette and Alexandria. ORM is administered by the Commissioner of Administration, Angele Davis, the State Risk Director, Julian S. "Bud" Thompson, Jr., and the State Risk Assistant Director, Patti Gonzalez.

The ORM website can be found at <http://doa.louisiana.gov/orm>.

1.3 GOALS AND OBJECTIVES

ORM is soliciting a solution from qualified proposers to provide high-quality, efficient, cost effective services through a comprehensive program offering identification and collection of second injury recoveries/reimbursements. Contractor will identify and investigate potential claims, file claims on behalf of ORM with the Louisiana Second Injury Fund, and seek collection of reimbursements due on claims accepted by the Fund.

Contractor will forward fund checks to ORM, at which time Contractor will submit invoices for contingency fees.

1.4 DESIRABLE PROPOSER QUALIFICATIONS

ORM highly desires that the proposer has:

1. an office located in the State of Louisiana, with a Program Manager.
2. a minimum of one (1) year (prior to deadline for receipt of proposals) of organizational experience in the identification, investigation, filing of claims and collection of reimbursements on claims qualifying under the requirements of the Louisiana Second Injury Fund.
3. sufficient service facilities and personnel to operate this program.

1.5 DEFINITIONS

RFP - Request for Proposals

ORM - State of Louisiana, Office of Risk Management

Proposer - a company submitting a proposal in response to this RFP

Contractor - proposer awarded the contract

State - State of Louisiana, Office of Risk Management

Shall, Must, Will - denotes mandatory language, a requirement that must be met without alteration

Should, May, Can - denotes non-mandatory language

1.6 SCOPE OF SERVICES

Attachment "A" details the scope of services, deliverables and other requirements the State expects of the Contractor.

SECTION II

2.0 ADMINISTRATIVE INFORMATION

2.1 EXPECTED TIME PERIOD FOR CONTRACT

The contract resulting from this RFP is tentatively scheduled to begin on or about November 1, 2008, for a period of three (3) years.

2.2 RFP COORDINATOR

This RFP is available in electronic form at the State of Louisiana, Office of Risk Management website or by typing <http://doa.louisiana.gov/orm/>. A hard copy can also be obtained upon request.

RFP Coordinator: Bonnie Fuller
Email: Bonnie.Fuller@La.Gov

Phone: (225) 342-8659
FAX: (225) 219-0516

Postal Address:
Office of Risk Management
Post Office Box 91106
Baton Rouge, Louisiana 70821-9106

Street Address:
Office of Risk Management
Claiborne Building, Suite G-192
1201 North Third Street
Baton Rouge, Louisiana 70802

2.3 CALENDAR OF EVENTS

Event	Date
RFP Release Date.....	8/26/2008
Deadline for receiving proposer inquiries (4:00 P.M. Central Time)	9/12/2008
Last date to respond to proposer inquiries.....	9/19/2008
Proposal submission deadline (4:00 P.M. Central Time).....	9/30/2008
Formal Announcement of selected proposer.....	10/24/2008
Estimated Contract Execution.....	11/1/2008

NOTE: The State of Louisiana reserves the right to amend and/or change this schedule of RFP events as it deems necessary.

2.4 PROPOSER INQUIRIES

The State will consider written proposer inquiries regarding RFP requirements or Scope of Services by the date specified in the Calendar of Events (Section 2.3). The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the address shown in Section 2.2 by the date and time specified in the Calendar of Events (See Section 2.3). Official responses to each of the questions presented by the proposers will be posted at <http://doa.louisiana.gov/orm> by the last date to respond to proposer inquiries indicated in Section 2.3. It is the responsibility of the proposer to check the web site for the official responses to proposer inquiries.

Only Julian S. "Bud" Thompson, Jr., State Risk Director, has the authority to officially respond to proposers' questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.5 DETERMINATION OF RESPONSIBILITY

Determination of the provider's responsibility relating to this RFP shall be made according to the standards set forth in Louisiana Administrative Code Title 34, Part V, Section 136 (Determination of Responsibility). The State must find that the selected proposer:

- has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- is able to comply with the proposed or required time of delivery or performance schedule;
- has a satisfactory record of integrity, judgment, and performance;
- is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

2.6 ADDENDA, SUPPLEMENTS AND AMENDMENTS TO RFP

The State reserves the right to revise any part of the RFP by issuing an addendum, supplement or amendment at any time. It is the responsibility of the proposer to check the website for any revisions to this RFP.

2.7 WAIVER OF ADMINISTRATIVE INFORMALITIES

The State reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

2.8 PROPOSAL REJECTION

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or to cancel this announcement.

2.9 WITHDRAWAL OF PROPOSAL

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

2.10 SUBCONTRACTING INFORMATION

The State shall have a single prime Contractor as the result of any contract negotiation, and that prime Contractor shall be responsible for all deliverables referenced in the RFP and proposal. Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted.

2.11 OWNERSHIP OF PROPOSAL

All responses become the property of the State and will not be returned to the proposer. All material submitted regarding and in response to the RFP becomes the property of the State of Louisiana. The State shall have the right to use all ideas or adaptations of the ideas contained in any offer received in response to this Request for Proposal. Selection or rejection of this response will not affect this right.

2.12 PROPRIETARY INFORMATION

Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

2.13 COST OF PREPARING PROPOSALS

The State is not liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer and shall not be reimbursed in any manner by the State.

2.14 ERRORS AND OMISSIONS IN PROPOSALS

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

2.15 CONTRACT AWARD AND EXECUTION

The State reserves the right to enter into a contract, without further discussion of the proposal submitted, based on the initial offer received. The state reserves the right to request additional information and/or negotiate certain clarifications with the proposer selected. The State also reserves the right to contract for all or a partial list of services offered in the proposal. The RFP and proposal of the selected proposer will become part of any contract initiated by the State.

The selected proposer will be expected to enter into a contract, which is substantially the same as the sample contract included in Attachment "D" (Sample Contract). In no event shall a proposer submit its own standard contract terms and conditions as a response to this RFP. The proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Due to the time constraints in contracting with respondents, companies that are unable to agree to the terms in Section 5 (Contract Requirements) should not submit proposals in response to this RFP.

Negotiations may begin with the announcement of the selected proposer.

2.16 CODE OF ETHICS

All potential Contractors are hereby advised that Contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Commission on Ethics for Public Employees. Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

2.17 DISQUALIFICATION

The State reserves the right to verify all information provided by a proposer via direct contact with the proposer's prior clients and prior project personnel, and proposers must agree to provide and release necessary authorizations for the State to verify any of the proposer's previous work. As described elsewhere in this RFP, each proposer will be requested to submit a detailed resume of all key personnel. Misstatements of experience and scope of prior projects shall be grounds for disqualification of the proposer from further consideration.

SECTION III

3.0 PROPOSAL INSTRUCTIONS

3.1 PROPOSAL SUBMISSION

The fully completed proposal with original signatures must be received in hard copy on or before 4:00 P.M. Central Time on the date specified in Section 2.3 (Calendar of Events). Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified.

Envelopes containing the proposal should clearly reflect RFP 2008SIF in the lower left hand corner of the outside of the envelope. Fax or Email submissions are not acceptable. The proposal package must be delivered at the proposer's expense to the RFP Coordinator at the address specified in Section 2.2 (RFP Coordinator).

It is solely the responsibility of each proposer to assure that their proposal is delivered at the specified location prior to the deadline for submission. Proposals, which for any reason are not received timely, will not be considered.

Proposals shall be valid for ninety (90) days from receipt of proposal.

3.2 PROPOSAL FORMAT

The State requests that six (6) copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one (1) copy of the proposal must contain original signatures; that copy should be clearly marked as "Original".

This copy will be incorporated, by reference, in any contract resulting from this RFP.

The proposal must be signed by those company official(s) or agent(s) duly authorized to sign proposals or contracts on behalf of the organization.

Proposer should submit a proposal which includes enough information to satisfy evaluators that the proposer has the appropriate experience and qualifications to perform the scope of services. The proposal should be organized as described below, and headings and subheadings should be separated by tabs.

Tab 1 Response to Desirable Qualifications (Section 1.4)

All requested information should be submitted in the order they are listed in the RFP

Tab 2 Responses to General Questionnaire (Section 3.3)

Tab 3. Samples of Report Requirements

Please provide samples of the following: Monthly-Quarterly-Annual-Sample OWCA forms and letters. Sample documents must not contain confidential information.

Tab 4 Fee Quotation – Cost Proposal Form (See Attachment "B")

Tab 5 Additional Forms Required

- Certification Statement (Attachment "C")

3.3 GENERAL QUESTIONNAIRE

The proposer should provide narrative answers to the questions presented in this section. All questions should be answered specifically, in detail, and in the order in which they appear. Reference should not be made to a prior response nor should any answer apply to more than one question.

Please feel free to include in your proposal any additional information you consider useful to ORM. However, responses to the questions set forth below should be provided.

1. Describe in detail your systems and procedures for the identification and collection of Second Injury recoveries/reimbursements. Please include in your response answers to the following specific questions:
 - a. Identify the individual that will act as Program Manager. Describe that person's credentials and provide a resume.
 - b. How many staff members will be accessible to ORM for this project? During what hours will they be available? Describe their credentials and provide resumes.
 - c. How frequently are reports prepared for clients? Provide sample reports that are comprehensive and complete.
2. Describe your company in detail commenting on size, history, experience, etc. Furnish the names, addresses and telephone numbers of four (4) references that have had direct experience with the recovery services you provide. Please also include with each reference, the number of employees covered, the type of services provided and the effective date of the contract.
3. Please respond to the following:
 - a. Where is the central office of your company located?
 - b. Where are the local offices located?
 - c. From what offices will services be furnished?
4. Will proposer agree to modify procedures to meet the needs of this Program?
5. How will proposer coordinate activities with ORM staff?
6. Describe proposer's training and continuing educational programs for your staff.
7. Will proposer agree to an on-site visit at the facility which would handle ORM's Second Injury claims services by members of the ORM staff or their designees prior to the award of a contract?
8. Describe your methodology for and monitoring of real savings.

9. Implementation
 - a. What steps do you anticipate will be necessary to effectively implement the Program? Please provide a timetable.
 - b. How many incoming phone calls to the Contractor do you anticipate will be generated by the Program as described in this RFP? Describe your staffing plan to deal with these phone calls.
 - c. How many employees do you anticipate will be needed to handle this Program?
 - d. Have you implemented similar large programs? (Explain and provide details of how you plan for and implement new, large programs).
10. Quality Assurance – Please provide the following:
 - a. Frequency of quality control review
 - b. Methods of internal quality control
 - c. Documentation on internal quality control provided in this proposal
 - d. Supervisory involvement in the quality control process
11. Financial Statements
 - a. Proposer is requested to provide the previous three (3) years financial statements, preferably audited

3.4 FEE QUOTATION

Proposer fees must include the costs associated with all of the services and requirements listed in the scope of services (Attachment “A”) and must be reported in the format provided in Attachment “B.” Proposed fees must include any and all costs the Contractor expects to be paid, including travel expenses, labor, per diem, overhead, account management, and any other costs related to the services to be provided.

Proposer must propose fees for a three (3) year contract with such fees to be guaranteed for a period of ninety (90) days from receipt of the proposal.

Commission or finders’ fees are not payable under this contract.

Proposer shall quote fees as follows:

1. Contingency fee of _____percent (____%) on all reimbursements received on cases which have been duly identified by Contractor and assigned to Contractor by ORM.
2. Contingency fee of _____percent (____%) on all reimbursements received on claims which have been identified by ORM, but not yet accepted by the Fund.
3. Contingency fee of _____percent (____%) on all cases previously identified by ORM and accepted by the Fund.

SECTION IV

4.0 EVALUATION AND SELECTION

4.1 EVALUATION TEAM

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the State, which will determine the proposal most advantageous to the State.

4.2 MANDATORY REQUIREMENTS

All proposals will be reviewed to determine compliance with the mandatory requirements as specified in the RFP. Proposals found not to be in compliance with the mandatory requirements will be rejected from further consideration.

4.3 EVALUATION AND REVIEW

Proposals that meet the mandatory requirements will be evaluated based on information provided in the proposal. The Evaluation Team will evaluate and score the proposals using the criteria and scoring specified below:

- A. Experience and Qualifications 100
The purpose of this criterion is to determine the proposer's ability to provide the services described in the Scope of Services (Attachment A). Factors which will be considered include, but are not limited to: the company's experience with programs comparable in size, scope and complexity to ORM's program; the company's financial stability; the qualifications and experience of the proposed staff; and previous customer satisfaction.
- B. Approach and Methodology 300
The purpose of this criterion is to determine the degree to which the proposer's approach and methodology for providing the services described in the Scope of Services (Attachment A) will meet the state's requirements. Factors which will be considered include, but are not limited to: proposed systems and procedures; sample forms, reports, and reporting schedules; number and availability of staff; proposed implementation plan; methodology for monitoring real savings; and quality assurance plans.
- C. Cost 200
The cost proposal worksheet provided will be used to determine the overall cost to the State for a three (3) year period.

The proposer with the lowest total 3-year cost will receive 200 points. Other proposers will receive points based upon the following formula:

$$\text{Lowest Total 3-Year Cost} / \text{Proposed Total 3-Year Cost} \times 200 \text{ points} = \text{Points Assigned}$$

4.4 SELECTION OF CONTRACTOR

The Evaluation Team will determine the total score, by consensus, for each proposer and will make a recommendation to the head of the agency on the basis of highest total score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

4.5 ANNOUNCEMENT OF CONTRACTOR

The State will notify the successful proposer and proceed to negotiate terms for a final contract. Unsuccessful proposers will be notified in writing. Any proposer may request to meet with ORM to discuss its proposal evaluation.

SECTION V

5.0 CONTRACT REQUIREMENTS

5.1 CORPORATION REQUIREMENTS

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall obtain a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana Secretary of State upon the award of the contract.

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall file a disclosure of ownership form and, if outside of Louisiana, a certificate of authority is properly filed with the Louisiana Secretary of State upon the award of the contract.

5.2 TERM OF CONTRACT

The term of the contract shall be scheduled to begin on 10/1/2008 for a period of three (3) years.

5.3 PAYMENT TERMS

Payments will be made only on approval of ORM State Risk Claims Manager-Workers' Compensation or her designee. (Payment terms to be negotiated with the successful proposer).

5.4 TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be that of the Contractor identified by Federal tax identification number/social security number.

5.5 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

5.6 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

5.7 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

5.8 REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 -1526.

5.9 NON-ASSIGNABILITY

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

5.10 OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

5.11 SUBCONTRACTORS

The State shall have a single prime Contractor, and that prime Contractor shall be responsible for all deliverables referenced in the RFP or proposal.

Subcontractors are allowed, however, the prime Contractor shall not contract with any other party without ORM approval.

5.12 AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Contractor that relate to this contract.

5.13 DISCRIMINATION CLAUSE

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

5.14 AMENDMENTS

All amendments to the contract will be by mutual agreement of the contract parties and shall be in writing, and signed by duly authorized representatives of both parties and approved by the Director of Contractual Review, Division of Administration.

5.15 INSURANCE REQUIREMENT

The Contractor shall maintain Errors and Omissions coverage with limits of at least \$1,000,000 for the duration of the contract. Proof of such coverage is required and must be submitted each policy period during the duration of the contract.

5.16 GOVERNING LAW

This contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

5.17 ENTIRE AGREEMENT CLAUSE

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

5.18 ORDER OF PRECEDENCE

This contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the proposal.

5.19 SPECIAL WARRANTIES, REPRESENTATIVES AND DUTIES

The Contractor shall be required under the terms of the contract to make the following special warranties and representatives:

1. The personnel assigned by the Contractor to perform services shall be qualified to perform the assigned duties. The key staff shall be identified by name along with their education and work experience. Key personnel will not be removed from contract without prior notice to ORM. Key personnel will not be added to contract without prior approval of ORM. Resumes must be submitted with request for approval of additional personnel.
2. The Contractor assumes responsibility for its personnel providing services hereunder and will make all deductions for social security and withholding taxes, contributions for employment compensation funds, and shall maintain at the Contractor's expense all necessary insurance for its employees including, but not limited to workers' compensation and liability insurance.

3. The Contractor shall notify the State Risk Claims Manager in writing fifteen (15) days prior to personnel changes removing any officer or key employee whose responsibilities include significant activities related to the contract.
4. The Contractor shall warrant that all agents, whether an officer or employee, will act in an independent capacity concerning the terms of the contract and will not act as or be considered employees of the State nor be entitled to any benefits or privileges accorded to public employees, insofar as such benefits and privileges are related to the contract.
5. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited, to acts of God, strikes, riots, lockouts, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.
6. Allow ORM to have an independent organization audit or evaluate the firm's performance under the terms and conditions of the contract. (ORM has not contracted with an independent organization for this task, but will do so if the need arises.)

5.20 LIMITATION OF LIABILITY

Contractor shall be fully liable for the actions of its agents, employees, or partners and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, or partners without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages shall be two (2) times the charges for services rendered by the Contractor under the Contract.

In no event shall Contractor, its affiliates, employees, actuaries, agents, and brokers, be liable to the State for any incidental, special, punitive, or consequential damages of any kind (including without limitation, loss of income, loss of profits, or other pecuniary loss); or for any losses or expenses resulting from any inaccuracy in or omission from any information or data supplied to Contractor in connection with the services provided under this contract. The provisions of this paragraph shall survive the expiration or termination of this contract.

5.21 INDEMNIFICATION OF THE STATE

The Contractor agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, expenses and liability arising in any way grow out of any act or omission of Contractor, its agents, servants, and employees, or any and all reasonable costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

5.22 LIAISON

The Contractor will designate one or more persons who shall have the duty of acting as a point of contact with the Office of Risk Management to assure the expeditious execution of this agreement. The Contractor, if a corporation, shall secure and attach to the proposal a formal and dated Board Resolution indicating the Signatory as a corporate representative and authorized to sign said documents.

5.23 SECURITY

The Contractor will at all times comply with all security regulations in effect at ORM which are made known in writing by ORM to the Contractor.

5.24 ACCESS TO INFORMATION

ORM will allow the Contractor's personnel timely access to all necessary records, data and papers.

5.25 RECORD RETENTION

The Contractor agrees to retain all records and other documents relevant to this contract in accordance with the Louisiana Public Records Law, LA R.S.44:1 et seq.

5.26 CONFIDENTIALITY OF STATE INFORMATION

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective security requirements as are applicable to the State. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

5.27 REPRODUCTION, PUBLICATION AND USE OF MATERIAL

ORM shall have unrestricted authority to reproduce, publish, distribute and otherwise use in whole or in part, any manuals, reports, data or other materials prepared in connection with this contract or in performance hereof.

SCOPE OF SERVICES

Overview

ORM is soliciting a solution from qualified proposers to provide high-quality, efficient, cost effective services to identify potential Second Injury Fund claims; seek Second Injury Fund approval of identified claims, and collect Second Injury recoveries/reimbursements.

Deliverables

The services delivered will be to provide the following:

1. A list of new cases identified by the Contractor as potential Second Injury Fund claims.
2. Reimbursements due on new and existing claims accepted by the Fund.
3. Monthly status reports on all cases/files that are being investigated for potential reimbursement.

Services and Requirements

The Contractor shall provide the following services:

1. Conduct quarterly on-site review of the State of Louisiana Workers' Compensation files in accordance with guidelines established by the Office of Risk Management in order to identify Second Injury Fund potential.
2. Prepare and present a list of new cases identified to the Office of Risk Management. The Office of Risk Management will acknowledge assignment of cases to Contractor by returning to Contractor a signed copy of each list of new cases identified by Contractor.
3. Investigate new cases identified and assigned as potential Second Injury Fund claims.
4. File claims on behalf of the Office of Risk Management with the Louisiana Second Injury Fund.
5. Seek collection of reimbursements due on new and existing claims accepted by the Fund.

Other Requirements

1. Contractor will bear all expenses it generates, using its sole discretion, including but not limited to costs incurred in investigation of potential claim matters incurred by Contractor.
2. All Fund payments will be by checks payable solely to the Office of Risk Management. Fund checks will be forwarded by Contractor to the Office of Risk Management, at which time Contractor will submit invoices for contingency fees. Contractor's fees will be paid by the Office of Risk Management upon receipt of Second Injury fund recoveries and Contractor's corresponding invoices.
3. The process of conducting on-site reviews of workers' compensation files, investigating identified potential claims, filing claims with the Louisiana Second Injury Fund, and seeking collection of reimbursements due on claims accepted by the Fund must be performed within the dates of the contract period.

Reporting Requirements

1. Submit monthly status reports on all cases/files that are being investigated for potential reimbursements.

All reports shall be provided to ORM in Adobe PDF format.

COST PROPOSAL FORM

Based on the hypothetical scenario below, please calculate each part and transfer the totals to the bottom of this sheet. Add the totals to obtain an estimated yearly cost. Use this same scenario for each part.

"450 Second Injury Fund Eligible Claims with \$9,000 of reimbursable expenses each."

PART 1 – REIMBURSEMENTS FOR CASES DULY IDENTIFIED BY CONTRACTOR AND ASSIGNED TO CONTRACTOR. Historically, this category is approximately 71% of SI claims identified in a year. $450 \times 71\% = 319$ Claims

_____ % (Contingency Fee) X 319 claims X \$9,000 = _____

PART 2 – REIMBURSEMENTS FOR CASES IDENTIFIED BY ORM BUT NOT ACCEPTED BY THE FUND. Historically, this category is approximately 13% of SI claims identified in a year. $450 \times 13\% = 59$ Claims

_____ % (Contingency Fee) X 59 claims X \$9,000 = _____

PART 3 – REIMBURSEMENTS FOR CASES IDENTIFIED BY ORM AND ACCEPTED BY THE FUND. Historically, this category is approximately 16% of SI claims identified in a year. $450 \times 16\% = 72$ Claims

_____ % (Contingency Fee) X 72 claims X \$9,000 = _____

_____ + _____ + _____ = _____ X 3 = _____
 Part 1 Part 2 Part 3 Total Cost Total 3 Year Cost

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the contact name and fill in the information below: (Print Clearly):

Date: _____

Official Contact Name: _____

A. Email Address: _____

B. Telephone Number with area code: _____

C. Fax number with area code (_____) _____

D. Mailing Address _____

Proposer certifies that the above information is true and grants permission to the State to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the scope of services specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least ninety (90) days from the date of proposer's signature below;
- (5) Proposer understands that if selected as the successful proposer, the company will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

SAMPLE CONTRACT

Be it known, that on this *(Date)* day of *(month)*, *(year)*, the Office of Risk Management, (hereinafter sometimes referred to as "ORM" or "State") and *(Contractor's name and legal address including zip code)*, hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1. SCOPE OF SERVICES

Contractor hereby agrees to furnish by qualified and certified personnel to provide the services on behalf of the State as listed in **Attachment "A" (Scope of Services)**.

2. GOALS AND OBJECTIVES

ORM is soliciting a solution from qualified proposers to provide high-quality, efficient, cost effective services through a comprehensive program offering identification and collection of second injury recoveries/reimbursements. Contractor will identify and investigate potential claims, file claims on behalf of ORM with the Louisiana Second Injury Fund, and seek collection of reimbursements due on claims accepted by the Fund.

Contractor will forward fund checks to ORM, at which time Contractor will submit invoices for contingency fees.

3. PERFORMANCE MEASURES

The performance of this contract will be measured by ORM State Risk Manager – Workers' Compensation or her designee, who is authorized on behalf of the State, to evaluate the Contractor's performance against the criteria in the attached Scope of Services.

Outcome one

Contractor will review the State's Louisiana Workers' Compensation files, according to guidelines established by the Office of Risk Management and identify Second Injury fund Potential. Contractor will provide the Office of Risk Management with a list of new cases identified. The Office of Risk Management will acknowledge assignment of cases to Contractor by returning to Contractor a signed copy of each list of new cases identified by Contractor.

Performance Indicator

Submission of the list of new cases identified within the time period established by the contract.

Monitoring Plan:

ORM State Risk Claims Manager-Workers' Compensation or her designee will review list of new cases identified for adherence to requirements, completeness and reasonableness.

Outcome two

Contractor will investigate identified potential claims, file claims on behalf of the Office of Risk Management with the Louisiana Second Injury Fund, and seek collection of reimbursements due on claims by the Fund.

Performance Indicator

Submission of status reports on a regular basis.

Monitoring Plan

ORM State Risk Claims Manager-Workers' Compensation or her designee will review status reports for adherence to requirements, completeness and timeliness.

Outcome three

Contractor will forward fund checks to the Office of Risk Management, at which time Contractor will submit invoices for contingency fees.

Performance Indicator

Submission of fund checks on a timely basis in accordance with contract guidelines.

Monitoring Plan

ORM State Risk Claims Manager-Workers' Compensation or her designee will review checks, invoices, and documentation submitted for adherence to requirements, completeness and timeliness. The Accounting Unit will prepare monthly reports documenting the amount of funds recouped, associated expenses and total savings to State.

3. TERM OF CONTRACT

The term of the contract shall be scheduled to begin on 11/01/2008 for a period of three (3) years.

5. PAYMENT TERMS

In consideration of the services described above, State hereby agrees to pay the Contractor a maximum fee of \$_____. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Scope of Services. Payments will be made only on approval of ORM State Risk Claims Manager-Workers' Compensation or her designee. (payment terms to be negotiated).

6. TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be consultant's obligation and identified under Federal tax identification number _____.

7. TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

8. TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date thereof. Contractor shall be entitled to payment for deliverables in progress to the extent work has been performed satisfactorily.

9. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide

insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Such termination shall be without penalty or expense to the State except for payments which have been earned prior to the termination.

10. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 -1526.

11. NON-ASSIGNABILITY

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

12. OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

13. SUBCONTRACTORS

The State shall have a single prime Contractor, and that prime Contractor shall be responsible for all deliverables.

The prime Contractor shall not contract with any other party without ORM approval.

14. AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Contractor that relate to this contract.

15. DISCRIMINATION CLAUSE

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

16. AMENDMENTS

All amendments to the contract will be by mutual agreement of the contract parties and shall be in writing, and signed by duly authorized representatives of both parties and approved by the Director of Contractual

Review, Division of Administration.

17. INSURANCE REQUIREMENT

The Contractor shall maintain Errors and Omissions coverage with limits of at least \$1,000,000 for the duration of the contract. Proof of such coverage is required and must be submitted each policy period during the duration of the contract.

18. GOVERNING LAW

This contract shall be construed in accordance with and governed by the laws of the State of Louisiana.

19. ENTIRE AGREEMENT CLAUSE

The contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the State's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

20. ORDER OF PRECEDENCE

This contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the proposal.

21. SPECIAL WARRANTIES, REPRESENTATIVES AND DUTIES

The Contractor shall be required under the terms of the contract to make the following special warranties and representatives:

1. The personnel assigned by the Contractor to perform services shall be qualified to perform the assigned duties. The key staff shall be identified by name along with their education and work experience. Key personnel will not be removed from contract without prior notice to ORM. Key personnel will not be added to contract without prior approval of ORM. Resumes must be submitted with request for approval of additional personnel.
2. The Contractor assumes responsibility for its personnel providing services hereunder and will make all deductions for social security and withholding taxes, contributions for employment compensation funds, and shall maintain at the Contractor's expense all necessary insurance for its employees including, but not limited to workers' compensation and liability insurance.
3. The Contractor shall notify the State Risk Claims Manager in writing fifteen (15) days prior to personnel changes removing any officer or key employee whose responsibilities include significant activities related to the contract.
4. The Contractor shall warrant that all agents, whether an officer or employee, will act in an independent capacity concerning the terms of the contract and will not act as or be considered employees of the State nor be entitled to any benefits or privileges accorded to public employees, insofar as such benefits and privileges are related to the contract.
5. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, strikes, riots, lockouts, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.
6. Allow ORM to have an independent organization audit or evaluate the firm's performance under the terms and conditions of the contract. (ORM has not contracted with an independent organization for this task, but will do so if the need arises.)

22. LIMITATION OF LIABILITY

Contractor shall be fully liable for the actions of its agents, employees, or partners and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, or partners without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages shall be two (2) times the charges for services rendered by the Contractor under the Contract.

In no event shall Contractor, its affiliates, employees, actuaries, agents, and brokers, be liable to the State for any incidental, special, punitive, or consequential damages of any kind (including without limitation, loss of income, loss of profits, or other pecuniary loss); or for any losses or expenses resulting from any inaccuracy in or omission from any information or data supplied to Contractor in connection with the services provided under this contract. The provisions of this paragraph shall survive the expiration or termination of this contract.

23. INDEMNIFICATION OF THE STATE

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24. LIAISON

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The Contractor will at all times comply with all security regulations in effect at ORM which are made known in writing by ORM to the Contractor.

26. ACCESS TO INFORMATION

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All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more

effective security requirements as are applicable to the State. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

29. REPRODUCTION, PUBLICATION AND USE OF MATERIAL

ORM shall have unrestricted authority to reproduce, publish, distribute and otherwise use in whole or in part, any manuals, reports, data or other materials prepared in connection with this contract or in performance hereof.

Contractor Signatures:

State Agency Signatures:
